



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-15

For the meeting of: June 20, 2017

Date: 6/5/2017
To: Board of Supervisors
From: Maggie Fleming, District Attorney *m Fleming*
Subject: Revolving Fund Agreement with the California Victim Compensation Board

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the District Attorney to sign all documents necessary to submit the attached agreement between the County of Humboldt and the California Victim Compensation Board (CalVCB), one confidentiality statement, and one contractor certification clauses form;
2. Adopt the attached resolution associated with the CalVCB agreement; and,
3. Direct the Clerk of the Board to process and return a certified copy of the resolution to the District Attorney's Office, attention Rachelle Davis, for further processing and submission to the State.

SOURCE OF FUNDING:

State of California – Victim Compensation Restitution Fund

DISCUSSION:

Pursuant to Government Code Section 6504, the District Attorney's Office received \$20,000 in Fiscal Year (FY) 2000-01 to establish a revolving fund account. Through the District Attorney's Victim Witness Program, Fund 3924 was established, with the funds set aside to assist applicants who have an immediate

Prepared by Rachelle Davis

CAO Approval *[Signature]*

REVIEW:

Auditor _____ County Counsel _____ Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell*
Seconded by Supervisor *Wilson*
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. D-12, C-7

Meeting of: June 10, 2014, October 20, 2015

Dated: *June 20, 2017*
Kathy Hayes, Clerk of the Board

By: *[Signature]*

need for payment of an emergency expense and would suffer substantial financial hardship without such emergency payment. Examples of qualifying expenses include funeral/burial costs, utilities, crime scene cleanup, and relocation/moving expenses. The agreement before your Board today, continues the revolving fund with CalVCB from July 1, 2017 through June 30, 2020.

FINANCIAL IMPACT:

There is no direct impact to the General Fund. The County received an advance of \$20,000 in FY 2000-01 from the CalVCB to set aside for applicants to pay for qualifying emergency expenses. When the funds are accessed by the District Attorney's Office Victim Witness Program, CalVCB then replenishes the funds to maintain a trust balance of \$20,000.

Approval of this agenda item supports the Board's strategic framework by creating opportunities for improved public safety through the use of outside funding sources to benefit Humboldt County needs.

OTHER AGENCY INVOLVEMENT:

California Victim Compensation Board

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the request for this authorization or the resolution with CalVCB. However, this is not recommended as this would leave qualifying claimants without a means to pay for emergency expenses.

ATTACHMENTS:

1. Standard Agreement between the County of Humboldt and the California Victim Compensation Board including the confidentiality statement and the contractor certification clause form
2. Resolution with CalVCB

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 20, 2017

RESOLUTION NO. 17-53


**RESOLUTION AUTHORIZING AN AGREEMENT FOR STATE EMERGENCY
REVOLVING FUNDS BETWEEN THE CALIFORNIA VICTIM COMPENSATION BOARD
AND THE COUNTY OF HUMBOLDT (AGREEMENT # VC-7096)**

WHEREAS, the Humboldt County Board of Supervisors has previously entered into an agreement with the California Victim Compensation Board (hereafter referred to as the "CalVCB") and desires to continue the program to establish a Revolving Fund to assist applicants who have an immediate need for payment of an expense (i.e. funeral/burial, relocation, and crime scene clean-up expenses), where the applicant would suffer substantial hardship without such emergency payment, and

WHEREAS, the CalVCB has advanced \$20,000 as authorized under Government Code Section 6504, to pay qualifying claims for the period of July 1, 2017 through June 30, 2020. The District Attorney's Office shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Supervisors of the County of Humboldt submits the attached agreement to the CalVCB and is authorized to execute on behalf of the Board of Supervisors the Standard Agreement including any extensions or amendments thereof.

Dated: June 20, 2017



VIRGINIA BASS, Chair
Humboldt County Board of Supervisors


Adopted on motion by Supervisor Fennell, seconded by Supervisor Wilson, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

COUNTY CONTRACT CHECKLIST

To ensure the proper assembly of the contract package, please check **each** box as you complete the required task.

<u>Completed</u>	<u>Required Action</u>
	Fill in the required information in <u>Exhibits A. 2 and 4.</u>
	Obtain original signatures on <u>all four (4) copies</u> of the Std. 213 (cover page).
	Obtain original signature and initials for the <u>Confidentiality Statement</u> (Attachment IV) from each person performing services under the auspices of this contract.
	Obtain original signature for the <u>CCC-307</u> (Contractor Certification Clause Form). Only one copy required.
	Attach the <u>Board of Supervisor's Resolution.</u> <i>Please make sure that the term of the resolution runs from July 1, 2017 through June 30, 2020 and that the signatory of the contract has been delegated with signing authority.</i>
	<u>Mail complete contract package to:</u> California Victim Compensation Board Attn: Ryan / Contracts 400 R Street, Suite 400 Sacramento, CA 95811

Thank you for your assistance.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

VC-7096

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF HUMBOLDT

2. The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2020**

3. The maximum amount of this Agreement is: **\$0.00**
Zero dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Page
Exhibit C* – General Terms and Conditions (GTC307)	1 Page
Exhibit D – Special Terms and Conditions	5 Pages

Attachment I – Revolving Fund Procedures	4 Pages
Attachment II – Contractor's Description of Revolving Fund Procedures	1 Page
Attachment III – CalVCB Information Security Policy 17-008	6 Pages
Attachment IV – Confidentiality Statement	3 Page
Attachment V – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dqs.ca.gov/ois/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF HUMBOLDT

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Maggie Fleming, District Attorney

ADDRESS

**825 5th Street, 4th Floor
Eureka, CA 95501****STATE OF CALIFORNIA**

AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER

ADDRESS

400 R STREET, SUITE 500, SACRAMENTO, CA 95811**California Department of General
Services Use Only**☐ Exempt per: GC §§ 11256, 14616

EXHIBIT A

SCOPE OF WORK

1. This agreement is entered into by the California Victim Compensation Board (CalVCB), an agent of the State of California, and the County of Humboldt (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.

- a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Procedures (for a detailed description of revolving fund procedures, please refer to Attachment I to this agreement).

- i. Payment of verified funeral/burial expenses;
- ii. Payment of verified relocation expenses;
- iii. Payment of verified crime scene clean-up expenses; and
- iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section (CLASS) Manager.

- b. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following counties: Humboldt and Mendocino.

- c. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

The Contractor shall ensure that the staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

- d. The Contractor shall establish and enforce procedures to insure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.
- e. CalVCB and the Contractor shall comply with all applicable state and federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. §6041), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal law. In compliance with Internal Revenue Code 6041, the Contractor shall provide the required Form 1099-MISC to providers no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer

EXHIBIT A

SCOPE OF WORK

- f. Identification Number and Certification (Form W-9) in place of the Payee Data Record (Std. 204).
- g. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.
- h. If an overpayment is identified as a result of an error the Contractor made when issuing the revolving fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.
 - i. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at CalVCB as soon as the overpayments are identified.
 - ii. The Contractor shall follow overpayment procedures established for processing overpayments. If the Contractor has made a reasonable attempt to recover the overpayment and the overpayment was not recovered, CalVCB is then responsible for collecting the amount of an overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB manual.
- i. The Contractor shall use all forms and processes required by CalVCB. For a detailed description of Revolving Fund Procedures, refer to Attachment I of this agreement.
- j. The Contractor shall only use information collected under this agreement for the purpose of verifying and adjudicating claims.
- k. The Contractor will use the Compensation and Restitution System, (Cares2), the CalVCB automated claims management system, to perform the work under this agreement. The Contractor shall ensure that all Contractor staff persons performing duties under this agreement comply with CalVCB statutes, regulations, guidelines, procedures, directives, and memos.
- l. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.

EXHIBIT A
SCOPE OF WORK

2. The term of this agreement shall be July 1, 2017 through June 30, 2020.

The services shall be performed at:

County of	Humboldt
Office	District Attorney - Victim Witness
Address	712 4th Street
City, State, Zip	Eureka, CA 95501

3. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager in advance for any temporary changes in schedule or operating hours.
4. The project representatives during the term of this agreement will be:

State Agency: California Victim Compensation Board	Contractor: County of Humboldt
Name: Dionne C. Bell-Rucker, County Liaison and Support Section Manager	Name: Maggie Fleming
Phone: (916) 491-3512	Phone: (707) 445-7411
Fax: (916) 491-6435	Fax: (707) 445-7416
Email: Dionne.Bell-Rucker@victims.ca.gov	Email: m Fleming@co.humboldt.ca.us

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of Humboldt
Section/Unit: Business Services Branch	Section/Unit: Business Administration
Attention: Martha Lopez	Attention: Rachelle Davis
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 825 5th Street, 4th Floor Eureka, CA 95501
Phone: (916) 491-6469	Phone: (707) 445-7411
Fax: (916) 491-6413	Fax: (707) 445-7416
Email: Martha.Lopez@victims.ca.gov	Email: rdavis@co.humboldt.ca.us

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

CalVCB advanced the Contractor \$20,000.00 in fiscal year 2000/2001 as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1a). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by CalVCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund, according to the process set out in the Revolving Fund Procedures (Attachment I to this agreement) and any other subsequent procedures required by CalVCB.

Upon execution of this agreement, the Contractor shall submit a written description of the procedures for operating the revolving fund (Attachment II). The description shall include a list of all personnel authorized to request a disbursement from the revolving fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated, the timeframe for the issuance of any warrant from the fund, the time frame for any warrant to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. If any changes are made to the Contractor's revolving fund procedures, the Contractor shall notify CalVCB.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either terminate this agreement with no liability to CalVCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

3. REPORTING REVOLVING FUND USE

- a. In order to perform an accurate reconciliation of Revolving Fund use, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Required documentation shall be submitted to the County Liaison and Support Section designee and the CalVCB Accounting Manager, by the tenth (10th) day of each month.

- b. Required documentation shall include:
 - 1. Revolving Fund Disbursement Log
 - i. The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.
 - 2. Bank Statements or General Ledger report
 - i. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
 - ii. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
 - iii. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding check from the State Controller's Office (SCO).
 - 3. Summary of any discrepancies e.g. voided transactions, errors in posting, etc.
- c. According to the process set out in the Revolving Fund Procedures (Attachment I), the Contractor shall submit a report within (30) days after the end of the fiscal year that details the Revolving Fund Use, including, but not limited to, the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.); total amount paid by service type.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- e. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a California Victim Compensation Board claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the agreement and is done in an appropriate manner.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the agreement. Any questions should be directed to CalVCB's Legal Office.

2. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this agreement. The records shall be available for inspection and review during regular business hours throughout the term of this

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

agreement, and for a period of three (3) years after the expiration of the term of this agreement.

3. RETURN OF REVOLVING FUNDS

The CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

4. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (Refer to CalVCB Information Security Policy, Attachment III).

CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment IV) to:

California Victim Compensation Board
Attn: Martha Lopez, AGPA
Business Services Branch
400 "R" Street, Suite 400
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.

The Contractor shall annually submit to CalVCB Confidentiality Statements (Attachment IV) signed by each staff member performing services under this contract, whose salary or a

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

portion thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The Contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30th, of each year. Access to the CalVCB claims management database will be granted upon receipt of the signed confidentiality statement.

To mail requests and correspondence related to this section of the contract, send to: The County Liaison and Support Section, California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

5. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for California Victim Compensation Board records must be personally served on the California Victim Compensation Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

6. COMPLIANCE WITH CALVCB POLICY

The Contractor shall ensure that all staff assigned to work related to this contract review and comply with the requirement of CalVCB policies, including the CalVCB Fraud Policy, CalVCB Information Systems Security and Confidentiality, and CalVCB Privacy Policy Acknowledgement Form. CLASS will provide copies of the policies to the Contractor at the beginning of each fiscal year to be signed and returned to CLASS within 30 days of receipt.

7. RETENTION OF RECORDS

The Contractor shall retain all documents related to applications entered into the CalVCB claims management database, Cares2, for one year from the date the document is received. After one year, the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment V).

The Contractor shall retain any other records relating to the operation of this contract, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

All electronically retained documents shall have the same legal effect as an original paper document.

The Contractor shall not destroy any files or records without written authorization from CalVCB.

8. SECURITY AND PRIVACY COMPLIANCE

The county Contracted staff assigned to perform services for CalVCB must adhere to the following provisions. Staff shall not:

- a. Attempt to access the Cares2 application from any location other than their assigned work location, this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen.
- e. Leave documents with personally identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Disclose any PPI information to unauthorized users.
- g. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- h. Visit untrusted websites or open any attachments or links from untrusted email.
- i. Uninstall or disable anti-virus software and automatic updates.
- j. Install any unauthorized or unlicensed software.
- k. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's information Security Office, the Contractor's CLASS liaison and the CLASS manager.

9. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CalVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above mentioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

10. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this contract.



CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy, Memo number 06-00-003 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I, _____ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.

- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 1. The request for information is from an applicant or the applicant's authorized representative regarding his or her own application,
 2. The disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or
 3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, _____ acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, _____ acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, _____ expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.

Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

Signature

Date

Name (Print)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Humboldt		<i>Federal ID Number</i> 94-6000513
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Maggie Fleming, District Attorney		
<i>Date Executed</i> 	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES

County Name:	Prepared by:
Humboldt	Maggie Fleming
Original Revolving Fund Contract Award:	Contract Number:
\$20,000	VC-7096
Date:	Phone:
06/01/2017	(707) 445-7411

The contractor shall submit a written description of the procedures for operating the Revolving Fund (Attachment II to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated, the timeframe for any warrant to be considered void if not presented for payment and copies of any forms that are used in the distribution of funds.

Feel free to attach additional pages or documentation.



Office of the District Attorney
825 Fifth Street, Fourth Floor
Eureka, CA 95501
TEL 707.445.7411
FAX 707.445.7416
districtattorney@co.humboldt.ca.us

Victim Witness Program
712 Fourth Street
Eureka, CA 95501
TEL 707.445.7417
FAX 707.445.7490

Maggie Fleming
District Attorney

Humboldt County District Attorney Victim Witness Assistance Program
Joint Powers Contract

Revolving Fund Disbursement Procedure

The following personnel are authorized to request a disbursement from the Revolving Fund:

- (i) Hildy Jacobsen**
- (ii) Kathi Sonntag**

The following personnel are authorized to make such disbursement:

- (i) Rachelle Davis**

1. Pursuant to AB 606 Government Code Section 13957 (a) (8), Hildy Jacobsen and/or Kathi Sonntag will email a request for disbursement from the Revolving Fund to Rachelle Davis. This request will be made as promptly as possible not to exceed 15 business days.
2. On receipt Rachelle Davis will request a check from the County Auditor's Office. This request will be made as promptly as possible not to exceed 15 business days.
3. Rachelle Davis will notify Hildy Jacobsen and/or Kathi Sonntag by email when the check is completed.
4. A copy of the check will be included in the victim's file.
5. Hildy Jacobsen and/or Kathi Sonntag will notify the victim that the check is completed as promptly as possible not to exceed 10 business days.
6. The check will not be released to any person without prior verification of the recipient's identification with legal identification that contains a photograph of the recipient.
7. A replacement check to reimburse the Revolving Fund will be requested from the California Victim Compensation Board as promptly as possible.
8. On receipt, the replacement check will be provided to Rachelle Davis as promptly as possible not to exceed 10 business days.
9. Rachelle Davis will keep and maintain a Disbursement Log which reflects all activity on the Revolving Fund.
10. Rachelle Davis will submit the monthly Disbursement Logs to the California Victim Compensation Board.